

2-0386

20-00

AGREEMENT

Between

UNION COUNTY COLLEGE

Period of Review

And

LOCAL 11

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

X July 1, 1984 through June 30, 1987

1950

1951

1952

1953

1954

1955

1956

1957

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	INTRODUCTION	1
II	RECOGNITION	1
III	DEDUCTION OF DUES FROM PAYROLL	2
IV	PROBATIONARY PERIOD	5
V	MANAGEMENT RIGHTS	6
VI	HOURS OF WORK AND OVERTIME	7
VII	SENIORITY	11
VIII	GRIEVANCE PROCEDURE	14
IX	HOLIDAYS	16
X	VACATIONS	17
XI	NON-DISCRIMINATION	18
XII	SICK LEAVE	19
XIII	JURY DUTY	20
XIV	BEREAVEMENT LEAVE	21
XV	INSURANCE COVERAGE	22
XVI	MISCELLANEOUS PROVISIONS	23
XVII	WAGES	26
XVIII	MAINTENANCE OF OPERATIONS	28
XIX	SEPARABILITY AND SAVINGS	29
XX	FULLY BARGAINED PROVISIONS	30
XXI	SAFETY AND HEALTH	30
XXII	MEAL REIMBURSEMENT, SHOE & CLOTHING ALLOWANCE	31
XXIII	TERM AND RENEWAL	32
	LETTERS OF AGREEMENT	

ARTICLE I - INTRODUCTION

THIS AGREEMENT entered into this 1st day of July, 1984, by and between UNION COUNTY COLLEGE, hereinafter called the "College", and LOCAL # 11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 6-7 Village Square, East Botar Village, Clifton, New Jersey, hereinafter called the "Union", represents the complete and final understanding of all bargainable issues between the College and the Union.

ARTICLE II - RECOGNITION

Section 1. The College agrees to recognize the Union as the exclusive collective bargaining agent for all employees in the unit described below.

Section 2. The unit covered by this Agreement consists of all full-time and regular part-time custodians and maintenance employees employed at Cranford, Scotch Plains and Elizabeth, New Jersey, excluding all office, clerical employees, professional employees, guards, supervisors and student work study personnel and all other employees.

Section 3. In the event that an existing college facility is closed due to an administrative determination, the employees assigned to that facility shall be reassigned to the Cranford campus

SECTION 4. In the event a new College-operated facility is opened, bargaining unit work to be performed by College employees will be assigned to members of Local 11. The employee has a right to refuse reassignment to the new facility. Such right shall be first offered to the most senior unit member. In the event that no employees accept reassignment, the College shall have the right to assign the least senior employee(s) in the bargaining unit.

~~ARTICLE 11~~ - DEDUCTION OF DUES FROM PAYROLL

SECTION 1. All present employees, who are members of Local 11 on the effective date of this Agreement, may remain members of the Local Union, in good standing, by payment of regular monthly dues. All present employees, who are not members of the Local, will pay a representation fee, as set forth hereinafter.

a. Purpose of Fee - Employees who do not wish to become members of the Local, will be required to pay a representation fee to the Local. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Local as majority representative.

b. Amount of Fee

(1) Notification - Prior to the beginning of each academic year, the Local will notify the College, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members. The representation fee to be paid by non-members will be determined by the Local in accordance with law.

(2) Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Local as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Local to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the academic year, immediately following the effective date of the change.

C. Deduction and Transmission of Fee

(1) Notification - Once during each academic year covered in whole or in part by this agreement, the Local will submit to the College a list of those employees who have not become members of the Local for the then current academic year. The College will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(2) Payroll Deduction Schedule - The College will deduct the representation fee in equal installments, as nearly possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question. The deductions will begin with the first paycheck paid.

(i) 10 days after receipt of the aforesaid list by the College, or

(ii) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued

in the employ of the College in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(3) Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Local will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Local.

(4) Changes - The Local will notify the College, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions, made more than ten (10) days after the College received said notice.

(5) New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the College will submit to the Local a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

(6) Terminated Employees - Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employees termination date.

d. Indemnification and Save Harmless Provision

(1) Liability - The Local agrees to indemnify and hold the College harmless against any liability which may arise by reason of any action taken by the College in complying with the provisions of this Article, provided that:

(i) The College gives the Local timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(ii) If the Local so requests, in writing, the College will surrender to it, full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Local in gathering evidence, securing witnesses, and in all other aspects of said defense.

~~ARTICLE IV~~ - PROBATIONARY PERIOD

Section 1. It is expressly understood and agreed that new employees shall be on probation and shall not attain seniority status during the first thirty (30) calendar days. After completion of the thirty (30) calendar days, an employee shall attain seniority status and the employee's service date will be calculated from the date of employment.

Section 2. During the employee's probationary period, the College shall have the unqualified right to dismiss such new employee. Such dismissal shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3. The College shall have the right to extend an employee's probationary period for an additional fifteen (15) working days, provided notice is given to the Union's Shop Steward.

ARTICLE V - MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement, the college hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement, including, without limiting the generality of the foregoing, the following rights:

a. To the Executive Management and Administrative Control of the College premises, properties and facilities, academic operations and business operations and the activities of its employees;

b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

c. To suspend, demote, discharge or take any other disciplinary action for proper cause and to relieve employees from duty because of lack of work, or for other legitimate reasons, including the right to subcontract work for legitimate business reasons, provided that doing so does not result in the layoff of any bargaining unit employees.

Section 2. The exercise of the foregoing powers, rights, authorities, duties or responsibilities, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with Law.

Section 3. It is the intention hereof that all of the powers, rights, authority, duties or responsibilities that the College had prior to the signing of this Agreement are retained by the College, except and only to the extent that they are specifically abridged and modified by this Agreement and further provided that such modifications or abridgment are in conformance with Law.

ARTICLE VI - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall consist of forty (40) hours per week, eight (8) hours per day, including a one-half (1/2) hour lunch period, five (5) days a week and each employee shall have two (2) consecutive days off.

Section 2. All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be paid for at the rate of one and one-half (1-1/2) times the regular straight time rate.

Section 3. Employees required to work on Sunday will be paid at the rate of two (2) times the regular straight time rate for all such work.

Section 4. Whenever possible and practicable, employees shall be notified at least forty-eight (48) hours prior to a change in work schedule.

Section 5. Employees shall continue to receive, during the lifetime of this Agreement, a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon as well as a ten (10) minute wash up time prior to leaving work at the conclusion of the work day.

Section 6. All employees shall be expected to work a reasonable amount of overtime when requested by the College. There shall be no pyramiding of overtime.

Section 7. All overtime shall be distributed as equitably as possible.

Section 8. In the event an employee is unable to work overtime when requested to do so, the next employee on the seniority roster on a rotating basis shall be requested to work overtime. The College may, however, require the least senior and qualified employee to perform the overtime work where other more senior employees are unable to do so.

Section 9. Scheduled overtime shall be posted at least seventy-two (72) hours in advance. Employees who wish to work the overtime shall check the schedule within forty-eight (48) hours. This shall not apply to emergency situations.

Section 10. Call In or Call Back - When an employee is ordered to report to work by the College, the employee shall receive a minimum of four (4) hours of work. This section shall also apply to employees who have left work and have been required to return to work in an emergency situation.

Section 11. Snow Removal

a. It is expected that the custodial and maintenance employees will continue to make an effort to report to work when school has been closed due to snow, unless contacted by the Director of Physical Plant, or his designee, not to

(1) If an employee is directed to stay home, the employee will suffer no loss in his/her day's pay.

(2) If an employee does not report to work and does not report to the Director of Physical Plant, informing the Director of the circumstances for the absence and the reason as to why the employee did not telephone, the employee may be in jeopardy of losing that day's pay. It is incumbent upon the employee to report to the Director of Physical Plant on the first day the college is reopened or as soon as can be mutually agreed upon, to submit an explanation for his actions. Each such situation will be individually reviewed and a final determination in writing will be issued to the employee.

b. Employee performing snow removal shall be paid at a rate of two (2) times the regular straight time rate of pay for each hour of work.

c. If an employee is working and the College is closed prior to the end of his regular shift, the Director of Physical Plant shall have the option of sending the employee home early or having the employee complete his normal shift. If the employee is sent home early, he shall not suffer any loss of wages for the day. If the employee is retained until the end of his/her shift, the employee will be entitled to pay at the rate of time and one-half (1-1/2) for those hours worked beyond the closing time of the College.

d. These guidelines shall be applied separately and exclusively to each shift. That is, if the College's normal schedule of opening is interrupted, the guidelines will be applied only to those shifts affected by the interruption.

Section 12. Special Overtime Work - When an employee is scheduled to report and reports for special overtime work, said employee shall receive a minimum of four (4) hours of work. The employee may be assigned to available work when there is no work to be performed for which he reported.

Section 13. Summer Schedule - In the event that the College implements a summer schedule during the period from June through August, inclusive, the work week will be changed to Mondays through Thursdays, with no scheduled work on Fridays and the following contract clauses will be modified accordingly.

a. Article VI, Section 1: "The normal working week shall consist of forty (40) hours per week, ten (10) hours per day, four (4) days per week and each employee shall have three (3) consecutive days off."

b. Article VI, Section 2: "All work performed in excess of ten (10) hours in any work day or forty (40) hours in any work week, shall be paid for at the rate of one and one-half (1-1/2) times the regular straight time rate."

c. Article VI, Section 5: "Employee shall receive a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon as well as a twenty (20) minute wash up time prior to leaving work at the conclusion of the work day."

d. Article X, Vacation: "During the summer plan of a four (4) day work week, vacation can be taken only in increments of full weeks, and a vacation week under the four (4) day work week will be counted the same as a vacation week under the normal five day work week."

e. Article XII, Sick Leave: "During the summer plan of a four (4) day work week, payment for sick time will be made at a rate of ten (10) hours per day for each sick day taken, such payment not to exceed forty (40) hours per week."

f. Union shall be notified thirty (30) days in advance

ARTICLE VIII - SENIORITY

Section 1. Definition - The purpose of the seniority provisions of this Article is to provide job security for all employees based on length of continuous service and giving consideration to the efficiency of college operations. Seniority is defined to mean preference in employment based on the employee's length of continuous service from the date of last hire in an employee's classification.

Section 2. Shop Stewards - Regardless of their seniority, the Stewards shall be the last ones laid off and first ones rehired, provided they have the ability to perform the available work.

Section 3. Lay-Off Procedure - The Shop Steward shall be called in when laying off employees and the following procedure shall apply: (1) Probationary employees shall be laid off first; (2) the custodial employees shall be laid off in reverse order of seniority within their classification; (3) the maintenance employees shall be laid off in the reverse order of their seniority within their classification provided that those employees left have the requisite skill and ability to perform the available work.

Section 4. Causes for Loss of Seniority - An employee will lose all seniority rights for the following reasons: (a) voluntarily quit; (b) discharge for just cause; (c) absent for

three (3) consecutive working days without notifying the employer unless he produces a good and sufficient cause for not notifying the employer; (d) fails to return from a layoff within five (5) working days from date of recall, unless he produces a good and sufficient cause for not reporting; and (e) layoff for a period of two (2) years.

Section 5a. - Recall Rights - Employee shall be recalled in the reverse order of layoff, provided that they have the qualifications to perform the available work. An employee shall remain on the recall list, for a maximum of two (2) years.

Section 5b. - An employee will be considered recalled to work, if notified by telegram, registered or certified letter to the last known address on record with the employer.

Section 5c. - Employees must keep the employer up-to-date on their addresses and telephone number.

Section 6. - Job Elimination - An employee whose job is eliminated, shall have his choice of any job that his seniority would entitle him to, provided such employee has the ability to perform the job.

Section 7. Shop Stewards - The College recognizes the right of the union to designate shop stewards and alternates.

The authority of the shop steward and alternate so designated by the union shall be limited to, and shall not exceed the following duties and activities.

a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b. The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:

- (1) Have been reduced to writing, or
- (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the employer's business.

c. Job stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the union.

d. The College recognizes limitation upon the authority of the stewards and shall not hold the union liable for any unauthorized acts provided that the union complies with Section 3 of Article XVIII. The College in so recognizing such limitation shall have authority to impose proper discipline including discharge, in the event the steward has taken unauthorized strike action, including slowdown or work stoppage in violation of this agreement.

e. Stewards shall be permitted to investigate, present and process grievances on or off the College premises, provided they first obtain permission from their supervisors. Stewards will be paid for time spent, provided that there is no abuse of such privilege.

Section 8. Job Posting Procedure - In the event of a vacancy such vacancy shall be posted for five (5) working days. Priority shall be given to qualified employees covered under this Agreement. If two (2) or more equally qualified employees as determined by the College apply for such position or promotion, seniority will be the determining factor in the selection of

the employee to fill such position before any new employee is hired. However, the College may select the most qualified employee to fill the position. The College agrees to notify the steward when a decision is made. The provisions of this Article shall not be subject to arbitration, however, any grievance shall be processed up to but not including Step #4.

Section 9. Mandatory Retirement - Employees who reach seventy (70) years of age, shall be mandatorily retired upon the celebration of their seventieth (70th) birthday. An employee who is continued beyond the employee's seventieth (70th) birthday, shall be subject to annual review to determine whether the employee is able to perform all of the requirements of the job. The College may determine whether to retire the employee or to retain the employee, subject to annual review. The College's decision shall be grievable only.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the College and shall be subject to the grievance and arbitration procedure.

Section 2. A grievance shall be instituted under the provisions hereof within five (5) working days of the occurrence complained of. Failure to act within the aforementioned five (5) day period shall be deemed to constitute an abandonment of the grievance.

Section 3. The following procedure is mutually agree upon for the settlement of grievances:

a. If the grievance cannot be satisfactorily adjusted within three (3) working days between an employee, the Shop Steward at the option and request of the employee and the supervisor of the Department concerned, it shall be reduced to writing on a standard form, signed by the employee involved and taken up by the general Shop Steward of the Union and the Director of Physical Plant or his/her designee.

b. If the grievance cannot be satisfactorily adjusted within five (5) working days from Step 1, between the general Shop Steward of the Union and the Director of plant operations, the matter will be taken up by the business representative of the Union and the contract administrator of the College, or its attorney.

c. If the grievance cannot be satisfactorily adjusted within five (5) working days at Step 3, the matter shall be referred for a final decision and determination to an impartial arbitrator.

d. Within ten (10) days of the decision in Step 3, either party may refer the question to the Public Employment Relations Commission, under whose rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to modify, detract from or alter in any way the provisions of this Agreement or any amendment or

supplement thereto. The costs for the services of the arbitrator shall be borne equally by the College and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

f. Unless otherwise agreed, any members of the union other than the stewards, who attend an arbitration during scheduled work hours, shall bear the costs of such attendance plus any loss of wages due to absence from work.

ARTICLE IX - HOLIDAYS

Section 1. Each employee covered by this Agreement in the employ of the College during the week of each recognized holiday, and who has been in the employ of the College for a period of thirty (30) days or more, shall receive eight (8) hours of pay at his straight-time hourly rate for each such holiday.

Section 2a. The following holidays shall be granted by the college for all employees:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2b. In addition, employees shall receive three (3) floating holidays to be designated by the College. Where possible the college will notify the employee at least thirty (30) days in advance.

Section 2c. In addition to the holidays set forth above, employees may be granted days off with pay when the school is closed down, no students are attending classes, and no faculty or administrative staff are working.

Section 3. In order to be eligible for holiday pay noted above, an employee must work his regularly scheduled work day prior and his regularly scheduled work day subsequent to the holiday.

Section 4. Employees required to work on a holiday shall receive compensation at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate for the time worked and in addition, shall receive eight (8) hours of pay at the employee's straight-time hourly rate for the holiday as such.

ARTICLE X - VACATIONS

Section 1. The College shall grant to each regular full-time employee vacation pay in accordance with the following provisions:

During the first fiscal year of employment	5/6 of a day per month of service
After one (1) full fiscal year, but less than two (2) full fiscal years of service	10 days
After two (2) full fiscal years of employment	20 days

Section 2. Part-time employees who work twenty (20) hours or more per week on a year-round basis will receive vacation time allowance on the same basis as full-time employee. However the vacation pay will be pro rated to the number of hours per week that they normally work.

Section 3. Wherever possible and practicable, vacations shall be granted at a time selected by the employee between June 1st and August 31st. Vacations shall be assigned by the College and seniority shall prevail in the selection of vacation periods when possible and practicable. However, vacation schedules must be arranged so that the work of the College and of each department can be carried on in an efficient manner.

Section 4. Vacation allowances are computed on a fiscal year basis from July 1st through June 30th. the allowance earned in one (1) fiscal year must be taken in the following fiscal year and may not be accumulated from year to year.

Section 5. Vacation allowances are earned on the basis of five-sixths (5/6) of a day for each full calendar month of service after six (6) months of continuous employment. For example, an employee who begins work on April 1st will qualify for a vacation on September 30th. At that time, he will have earned three (3) times five-sixths (5/6) of a day for the period of April 1st through June 30th, which must be taken before the following June 30th. the vacation allowance earned after July 1st will be taken the following summer.

Section 6. If a College holiday occurs within an approved employee vacation period, an additional day of vacation will be granted, except at the time of resignation or employment termination of the employee.

ARTICLE XI - NON-DISCRIMINATION

Section 1. The College and the Union agree not to discriminate against any individual with respect to hiring,

compensation, terms of conditions of employment because of such individual's race, color, religion, sex national origin or age, in violation of applicable law. Nor will they limit, segregate or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, national origin or age in violation of applicable law.

Section 2. the College and the Union agree that there will be no discrimination by the College or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the union or lack thereof.

Any grievance filed under this article shall be immediately processed.

ARTICLE XII - SICK LEAVE

Section 1. All employees covered by this Agreement shall accrue Sick Leave with full pay at the rate of one (1) day per month. Sick leave shall be accumulated from one (1) calendar year to another to a maximum of thirty (30) days. Two (2) days of Sick Leave may be designated as personal days, pursuant to the Rules and Regulations of the College.

Section 2. Absence due to illness and extent of illness must be reported to the employee's immediate supervisor by 9:00 a.m. of the first sick day.

Section 3. Frequent absences may hinder the efficient operation of the College. Such absences will be reviewed periodically by the Administration and may result in disciplinary action including dismissal.

Section 4. An employee with two (2) years of seniority on July 1st, who is sick, injured or disabled, shall be entitled to take his twelve (12) days of sick leave immediately.

Section 5. An employee who takes three (3) consecutive days or more shall provide a doctor's certificate when he returns to work.

Section 6. Employees out due to illness must call in to their supervisor to report any absence where possible.

ARTICLE XIII - JURY DUTY

Section 1a. The College will pay any employee who is summoned for jury duty and reports for petit or grand jury service up to a maximum of three (3) weeks, (other than while on vacation, leave of absence or while not working).

Section 1b. The employee shall be paid the difference between the employee's straight time hourly rate for the employee's regularly scheduled hours of work and the jury duty pay.

Section 2a. Employees, other than those working on second or third shift, who are dismissed early by the court, must return to work to complete their shift provided at least one-half (1/2) of shift remains.

Section 2b. Employees may be required to present proof of service and payment.

Section 2c. Any second or third shift employee who is summoned to jury duty shall be paid the difference between his pay and the jury duty pay.

ARTICLE XIV - BEREAVEMENT LEAVE

Section 1. In the event of the death of a full-time employee's legal spouse, mother, father, or child, the employee shall receive pay for the five (5) consecutive work days following the date of death.

Section 2. In the event of the death of a full-time employee's grandchild, brother, sister, mother-in-law, father-in-law, or grandparent, the employee shall receive pay for up to three (3) consecutive days following the date of death.

Section 3. In the event of the death of a full-time employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee shall be entitled to receive pay for up to one (1) day following the death.

Section 4. Bereavement pay shall be paid at the employee's regular straight time hourly rate of pay for a period, not to exceed eight (8) hours per day. Bereavement leave shall not be paid for any period of time during which the employee would not have been scheduled to work, including vacations, holidays, sick days or other paid leaves.

Section 5. The College reserves its right to require the employee to present proof evidencing death and relationship. Failure of the employee to provide such evidence, upon request, shall result in the employee losing pay for the bereavement time.

Section 6. Part-time employees working twenty (20) hours or more, shall receive bereavement pay on a pro-rated basis.

ARTICLE XV - INSURANCE COVERAGE

A. Insurance Coverage

All full-time employees and those employees who regularly work 20 hours per week, or more, shall be provided with coverage under the State Health Benefits program. Coverage is effective on the first day of the month following sixty (60) days of employment and the College will pay for the full cost of participation of the employee and the employee's dependents.

B. Dental Insurance

The College will provide dental insurance coverage for all full-time bargaining unit employees and their eligible dependents, at College expense. Benefits and all other terms of coverage are provided in accordance with the policy of insurance.

C. Completion of Forms

Newly-hired employees must contact the Personnel Office on the first day of employment to complete the necessary application forms. Failure to do so, may result in the employee's coverage being delayed or denied.

D. Pension Program

Upon commencement of employment, all employees will become participants in the Public Employees Retirement System (PERS). Upon request, an employee may elect not to participate in PERS during the first four (4) months of employment. The PERS program provides for life insurance coverage. Rights, benefits qualifications and restrictions and/or conditions are all established by the Public Employees Retirement System and shall be in accordance with applicable law. Upon commencement of employment, it is the

obligation of the employee to contact the Personnel Office to complete the necessary application forms, prior to employee eligibility date.

E. Temporary Disability Benefits

All employees are covered under a Temporary Disability Benefit Program. Coverage is effective upon commencement of employment and shall be in accordance with the applicable contract of insurance.

F. The College reserves the right to change any insurance carrier or carriers and/or consolidate any of its insurance plans, provided that the insurance coverage set forth above remains substantially unchanged.

G. The sole liability of the College is to remit payment to the insurance carrier set forth. Claims for benefits, eligibility questions, and other conditions shall be as set forth in the policy of the insurance and the terms and conditions of said policy or policies, shall govern and control all questions or claims arising hereunder.

H. An employee onlayoff status shall not be entitled to coverage under this article.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

Section 1. Protective Gear and Work Clothing

a. Employees shall continue to be furnished during the lifetime of this Agreement, protective gear that has been furnished in the past.

b. The College shall furnish appropriate work clothing to all full-time employees covered by this Agreement.

Section 2. Bulletin Board

The College will provide reasonable bulletin board space for the posting of official Union notices and other information of a non-controversial nature. Every notice so posted shall bear the name of the official Union representative responsible for it and a removal date. The college retains the right to remove derogatory materials.

Section 3. Black Seal License

All employees shall be required to obtain a black seal license. Newly-hired employees shall obtain a black seal license within two (2) years of their date of hire. Any employee who does not comply with the above, shall be subject to disciplinary action, including discharge, which may be subject to the grievance and arbitration provisions of this contract. An employee with two or more years of service who does not hold a black seal license or does not attend classes and take the exam shall be penalized by the loss of one half (1/2) of the employee's earned or about to be earned sick days.

Effective July 1, 1984, the College agrees to modify its present policy concerning black seal premium by including the same in the base rate at twenty-five (\$.25) per hour.

Effective July 1, 1985, the College agrees to modify its present policy concerning black seal premium by including the same in the base rate at thirty (\$.30) per hour.

Effective July 1, 1986, the College agrees to modify its present policy concerning black seal premium by including the same in the base rate at thirty-five (\$.35) per hour.

Section 4. Fringe Benefits for Part-Time Employment

In accordance with present practices, part-time employees will continue to receive the following pro-rated fringe benefits:

- a. Vacations
- b. Holidays
- c. Jury Duty
- d. Statutory Fringes consisting of Social Security Unemployment Compensation and Temporary Disability

Section 5. Student Help

a. The purpose of hiring student workers is to temporarily supplement the existing work force, primarily in grounds maintenance, during the period of approximately May 15th to on or about September 1st of each year.

b. There is no intent to displace any member of the bargaining unit by the hiring of said student workers.

c. The Shop Steward shall be notified prior to implementation of Section 5a above.

Section 6. Tuition Remission

a. The College agrees to accord to full-time members of the unit and their dependents, free tuition in any course of study at the college, provided space is available and they meet the normal College requirements for admission to credit courses. This benefit covers tuition cost and general fees only. Any additional charges such as laboratory fees, books, etc., shall be paid by the student.

b. No member of the unit may enroll in, or take courses during the work day, which includes the time period designated as the lunch break.

c. Employees and/or dependents must obtain a "Certification of Employment" from the Payroll Department. Proof of dependency status is required. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules and regulations.

ARTICLE XVII - WAGES

Section 1. Effective July 1, 1984, each employee in the bargaining unit actively working shall receive an increase of 6.5 percent to be applied to the unit's average rate of pay and the rates in the wage classification schedule shall be adjusted to reflect this increase.

Section 2. Effective July 1, 1985, each employee in the bargaining unit actively working shall receive an increase of 6.5 percent to be applied to the unit's average rate of pay and the rates in the wage classification schedule shall be adjusted to reflect this increase.

Section 3. Effective July 1, 1986, each employee in the bargaining unit actively working shall receive an increase of 6.5 percent to be applied to the employee's base rate of pay and the rates in the wage classification schedule shall be adjusted to reflect this increase.

Section 4. For the purpose of computing the contractual increase for 1984-85, 1985-86 and 1986-87, the Black Seal License premium shall not be included in the base.

Section 5. Wage Classification Schedule

a. The wage classification effective for full-time employees covered by this Agreement shall be as follows;

	<u>7/1/84</u>	<u>7/1/85</u>	<u>7/1/86</u>
Day Custodian -----	\$6.29	\$6.75	\$ 7.19
Evening Custodian -----	6.47	6.93	7.37
Night Custodian -----	6.59	7.05	7.49
Senior Maintenance Mechanic -----	8.93	9.39	10.00
Maintenance Mechanic -----	8.04	8.50	9.11
Maintenance Helper -----	6.76	7.22	7.69
Custodial Foremen -----	7.99	8.45	9.00

b. The wage classification for part-time employees covered by this Agreement shall be as follows:

	<u>7/1/84</u>	<u>7/1/85</u>	<u>7/1/86</u>
Day Custodian -----	\$5.99	\$6.45	\$6.87
Evening Custodian -----	6.18	6.64	7.06

c. Employees whose rates exceed those set forth shall receive hourly increases as set forth in Sections 1, 2 and 3 of this Article.

d. Employees hired after the effective date of this Agreement, will receive a starting wage rate of forty (\$.40) cents less than the above-noted rates. Such new employees will, at the conclusion of their probationary period be entitled to receive the above-noted wage rates.

Section 6. Temporary Transfer Procedure

Any employee who is temporarily assigned to a job having a higher rate than his/her own shall be paid at the higher rate for all time spent while working on the job.

Section 7. Pay Practices

If an employee is temporarily assigned for the college's convenience, to work on a lower rated job than his regular rate, the employee shall receive the rate of pay of his permanent assignment. If, however, an employee requests a transfer to a lower rated classification for his/her own convenience, the employee shall be paid at the rate of the lower rated classification.

~~ARTICLE XVIII~~ - MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation

Section 2. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or wilfull absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other job action or the invocation of sanctions against the College. The Union agrees that such action would constitute a material breach of this Agreement.

Section 3. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or support any such action by any other employee or group of employees of the College, and that the Union will publicly disavow such action in the local newspapers and on local radio, and order

all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

Section 4. The Union further agrees that it will not cause, engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the College.

Section 5. In the event of a strike, slow-down, walkout, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Union member or any employee represented by the Union shall entitle the College to deem such activity as grounds for termination of employment of such employee or employees.

Section 6. Nothing contained in this Agreement shall be construed to limit or restrict the college in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XIX - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by the operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI - SAFETY AND HEALTH

Section 1. The College agrees to comply with all State and Federal laws regarding the safety and health of its employees. When the College furnishes any safety devices, tools, equipment, the same must be used by the employees. The employees are responsible for any devices, tools or equipment furnished to them and must not remove any of the aforementioned safety devices equipment from the premises. In the event of a violation of this provision, employees may be subject to disciplinary action.

Section 2. The College will make every effort to provide the services of a registered nurse, and a qualified first aider.

Section 3. Any employee who has been absent due to a job-related accident may be required to undergo a medical examination by the College physician upon returning to work. The College will pay for the examination.

Section 4. An employee who is injured during a job-related accident will be paid for the balance of his shift subject to approval of his supervisor, which approval shall not be unreasonably withheld.

ARTICLE XXII - MEAL REIMBURSEMENT, SHOE & CLOTHING ALLOWANCE

Section 1. - The College will provide a meal or reimbursement at College discretion. The College will pay in accordance with its prevailing College policy, for the term of this contract. However, upon the expiration of this agreement, the meal reimbursement shall be whatever the prevailing College rate is at that time. In order to qualify for this benefit, an employee must work three (3) hours beyond the end of the member's normal work day, and this provision shall not apply to an employee, who is permitted to leave the campus at the end of his/her work day and return to complete his/her assigned work.

Section 2. The College shall pay each full-time bargaining unit member, the following stipend to be applied by the member toward the purchase of safety shoes:

Effective 1984 - Fifty (\$50.00) Dollars Total for year

Effective 1985 - Fifty (\$50.00) Dollars Total for year

Effective 1986 - Fifty (\$50.00) Dollars Total for year

All employees are expected to wear safety shoes, and failure to do so, may result in disciplinary action.

Section 3. The College shall pay each full-time bargaining unit member, the following stipend, to be applied by the member toward the maintenance of work uniforms.

Effective 1984 - Fifty (\$50.00) Dollars Total for year

Effective 1985 - Seventy-Five (\$75.00) Dollars Total for year

Effective 1986 - One Hundred (\$100.00) Dollars Total for year

The College shall provide each full time bargaining unit member with four (4) work uniforms per year, and replacement clothing. Employees are to maintain work uniforms in accordance with College standards.

ARTICLE XXIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1st, 1984, and shall remain in full force and effect to and including June 30th, 1987. This agreement shall continue in full force and effect from year to year, thereafter, unless one party or the other gives notice, in writing, prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey, on the 20th day of August 1984.

LOCAL #11
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA

UNION COUNTY COLLEGE

Michael Anunci B.A.

Charles Budoff

Sam Edden

Kevin E. [Signature]

George [Signature] S.P.

John [Signature]

John J. [Signature] ASSCC

[Signature]

Thomas [Signature]

LETTER OF AGREEMENT #1

A. In the event the College agrees to implement a college-wide holiday, the holiday shall apply to this unit. (prospective application only)

B. In the event the College agrees to implement an improvement in the general medical coverage, the improvement shall apply to this unit. (prospective application only)

LOCAL #11
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA

UNION COUNTY COLLEGE

Nicholas Arcuri B.A.

Salvo P. Mella

Ray Lu S.P.

John F. Amabile P.S.S.C.E.

Thomas G. Gill

Charles Budaj

Wanda B. ...

Joe ...

LETTER OF AGREEMENT #2

A disciplinary warning notice shall not be considered by any arbitrator in any disciplinary action against a member, unless the disciplinary warning letter was issued by the College within twelve (12) months of the infraction causing the arbitration.

LOCAL # 11
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA

UNION COUNTY COLLEGE

Nicholas Piccini B.A.

Sal G. Jochter J.

Steve Linn S.P.

John Filusabella ASCC

Thomas Gill

Charles Budaf.

James R. [unclear]

John [unclear]

[unclear]

[unclear]